IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 2661 OF 1998.

Mahanagar Telephone Nigam Ltd.
a Governemnt company incorporated
under the Companies Act, 1956, and
having its registered office at
Jeevan Bharati, Tower No.1, 134,
Cannaught Circus, New Delhi, and
having its Bombay Head Office at
Telephone House, Prabhadevi,
Bombay 400 025, and Accounts office
(TR) (III (W-III)) among other
places at Kandivali Telephone
Exchange Building, 5th floor,
S.V.Road, Kandivali (West),
Mumbai 400 067. ... Plaintiff.

Versus.

Anil Kejriwal
Adult, Indian Inhabitant, residing
at B/1, B/Wing, Zarana Enclave,
Aliyavar Jung Marg, Kandivali
(East), Mumbai 400 101. ... Defendant.

Shri V.D.Shukla i/by M/s.Shukla & Associates for the Plaintiff.

Ms.Sweta Doshi for the Defendant.

CORAM : ABHAY S.OKA, J.

DATED : 10th July, 2007.

ORAL JUDGMENT.:

1. The learned Counsel appearing for the Defendant states that though she has repeatedly written to the Defendant, no one has contacted her on behalf of the Defendant. She, therefore, submits that she has no instructions in the matter. Liberty to the Advocate for apply for a discharge.

2. Heard the learned Counsel appearing for the Plaintiff. No written statement has been filed by the Defendant. The suit filed by the Plaintiff is for recovery of unpaid bills in respect of telephone connection provided to the Defendant. The Plaintiff has filed an affidavit of Shri L.B.Yadav, Chief Accounts Officer. The Plaintiff has also placed on record a compilation of original documents containing the three bills on which the claim in the suit is based.

3. Considering the averments made in the plaint which are proved by the affidavit of Shri L.B.Yadav and considering the documents on record, this is a fit case for passing a decree by invoking Rule 10 of Order VIII of the Code of Civil Procedure, 1908. The affidavit is taken on record and marked "X" for identification. The original documents are also taken on record and marked "Y" (Collectively) for identification.

4. The prayer in the plaint is for grant of interest is at the rate of 21% per annum. There is nothing placed on record to show that there is an agreement between the parties to pay interest on unpaid amount at the rate of 21% per annum and therefore, interest as prayed cannot be granted. Interest will have to be fixed at the rate of 6% per annum.

5. Hence suit is decreed in terms of prayer clauses (a) and (b) with a modification that the interest payable on the suit claim will be at the rate of 6% per annum from the date of filing of the suit till payment or realisation.

6. Certified copy expedited.

Judge.